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cc: April  
Paul

Estate No. 11-1178644  
Court No. B131136  
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA  
IN BANKRUPTCY



IN THE MATTER OF THE BANKRUPTCY OF  
ANDOVER MINING CORP.

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE  
MADAM JUSTICE WATCHUK

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)  
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)  
)

Tuesday the 13th day of  
January 2015

THE APPLICATION of Grant Thornton Limited, in its capacity as Trustee in Bankruptcy of Andover Mining Corp. ("AMC"), coming on for hearing at Vancouver, British Columbia, on January 13th, 2015, AND ON HEARING Jennifer Cockbill, Counsel for the Trustee, and David Brown, on behalf of Enirgi Group Corporation; AND UPON READING the material filed, including the Report of the Trustee dated January 5, 2015 (the "**Report**");

THIS COURT ORDERS AND DECLARES THAT:

1. That all parties requiring service of the Notice of Application and the Report in respect of this Application have been duly served, and that further service of such materials upon any interested party other than those parties served is hereby dispensed with.
2. The sale transaction (the "**Transaction**") contemplated by the Agreement of Purchase and Sale dated December 4, 2014 (the "**Sale Agreement**") between Grant Thornton Limited in its capacity as Trustee in Bankruptcy of Andover Mining Corp. (the "**Trustee**") and Enirgi Group Corporation (the "**Purchaser**"), a copy of which is attached as Appendix "F" to the Report is hereby approved, and the Sale Agreement is

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commercially reasonable. The execution of the Sale Agreement by the Trustee is hereby authorized and approved, and the Trustee is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the assets described in the Sale Agreement (the “**Purchased Assets**”).

3. Upon completion of the Transaction in accordance the terms of the Sale Agreement and delivery by the Trustee to the Purchaser of a certificate substantially in the form attached as Schedule “A” hereto (the “**Trustee’s Certificate**”), all of AMC’s right, title and interest in and to the Purchased Assets shall vest absolutely in the Purchaser free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (the “**Claims**”).
4. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Trustee’s Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
5. The Trustee is to file with the Court a copy of the Trustee’s Certificate forthwith after delivery thereof.
6. The Trustee, with the consent of the Purchaser, shall be at liberty to extend the Closing Date (as defined in the Sale Agreement) to such later date as those parties may agree without the necessity of a further Order of this Court.

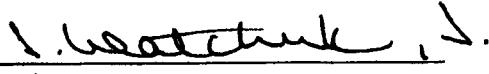
7. The Trustee shall be at liberty to execute any further deeds, conveyances, contracts, assignments or other document reasonably necessary or advisable to complete the Transaction.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

  
\_\_\_\_\_  
Signature of lawyer for the Trustee  
Jennifer Cockbill

  
\_\_\_\_\_  
Signature of lawyer for Enirgi Group Corporation  
David Brown

By the Court

  
\_\_\_\_\_  
Registrar

*an  
form*

**Schedule A – Form of Trustee's Certificate**

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**IN THE SUPREME COURT OF BRITISH COLUMBIA  
IN BANKRUPTCY**

**IN THE MATTER OF THE BANKRUPTCY OF  
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**TRUSTEE'S CERTIFICATE**

**RECITALS**

- A. Pursuant to an Order of the Court dated January 13, 2015, the Court approved the agreement of purchase and sale made as of December 4, 2014 (the "**Sale Agreement**") between Grant Thornton Limited in its capacity as Trustee in Bankruptcy (the "**Trustee**") of Andover Mining Corp. ("**AMC**") and Enirgi Group Corporation (the "**Purchaser**") and provided for the vesting in the Purchaser of the AMC's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Trustee to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 4 of the Sale Agreement have been satisfied or waived by the Trustee and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Trustee.
- B. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

**THE TRUSTEE CERTIFIES the following:**

1. The Purchaser has paid and the Trustee has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 4 of the Sale Agreement have been satisfied or waived by the Trustee and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Trustee.

4. This Certificate was delivered by the Trustee at \_\_\_\_\_ [TIME] on \_\_\_\_\_  
[DATE].

**Grant Thornton Limited, in its  
capacity as Trustee of the  
undertaking, property and assets of  
Andover Mining Corp., and not in its  
personal capacity**

Per: \_\_\_\_\_

Name:

Title: